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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
10/607,093	06/25/2003	Steven Charles Leisher	PGW/IT-101.P.3	6529
46251	7590	01/05/2009		
T. D. FOSTER 12760 HIGH BLUFF DRIVE, SUITE 300 SAN DIEGO, CA 92130			EXAMINER RAJ, RAJIV J	
			ART UNIT 3686	PAPER NUMBER
			MAIL DATE 01/05/2009	DELIVERY MODE PAPER

**Please find below and/or attached an Office communication concerning this application or proceeding.**

The time period for reply, if any, is set in the attached communication.

# Office Action Summary

## Application No.

10/607,093

## Applicant(s)

LEISHER ET AL.

## Examiner

RAJIV J. RAJ

## Art Unit

3686

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --  
**Period for Reply**

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

## Status

- 1) ☒ Responsive to communication(s) filed on 25 June 2003.
- 2a) ☐ This action is **FINAL**. 2b) ☒ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

## Disposition of Claims

- 4) ☒ Claim(s) 1-20 is/are pending in the application.
- 4a) Of the above claim(s) \_\_\_\_\_ is/are withdrawn from consideration.
- 5) ☐ Claim(s) \_\_\_\_\_ is/are allowed.
- 6) ☒ Claim(s) 1-20 is/are rejected.
- 7) ☐ Claim(s) \_\_\_\_\_ is/are objected to.
- 8) ☐ Claim(s) \_\_\_\_\_ are subject to restriction and/or election requirement.

## Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on \_\_\_\_\_ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.  
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).  
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

## Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some \* c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
  2. ☐ Certified copies of the priority documents have been received in Application No. \_\_\_\_\_.
  3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

\* See the attached detailed Office action for a list of the certified copies not received.

## Attachment(s)

- 1) ☒ Notice of References Cited (PTO-892)
- 2) ☐ Notice of Draftperson's Patent Drawing Review (PTO-948)
- 3) ☒ Information Disclosure Statement(s) (PTO/SF/ICE)  
Paper No(s)/Mail Date 10 May 2004, 26 June 2006
- 4) ☐ Interview Summary (PTO-413)  
Paper No(s)/Mail Date \_\_\_\_\_
- 5) ☐ Notice of Informal Patent Application
- 6) ☐ Other: \_\_\_\_\_

## **DETAILED ACTION**

### ***Status of Claims***

1. This action is in reply to the application filed on 25 June 2003.
2. Claims 1-20 have been elected.
3. Claims 1-20 are currently pending and have been examined.

### ***Priority***

4. Applicant's claim for the benefit of a prior-filed application under 35 U.S.C. 119(e) or under 35 U.S.C. 120, 121, or 365(c) is acknowledged.

### ***Claim Rejections - 35 USC § 101***

5. 35 U.S.C. 101 reads as follows:

Whoever invents or discovers any new and useful process, machine, manufacture, or composition of matter, or any new and useful improvement thereof, may obtain a patent therefor, subject to the conditions and requirements of this title.

6. Claims 1-20 rejected under 35 U.S.C. 101 because the claimed invention is directed to non-statutory subject matter. Based on Supreme Court precedent, a method/process claim must (1) be tied to another statutory class of invention (such as a particular apparatus) (see at least *Diamond v. Diehr*, 450 U.S. 175, 184 (1981); *Parker v. Flook*, 437 U.S. 584, 588 n.9 (1978); *Gottschalk v. Benson*, 409 U.S. 63, 70 (1972); *Cochrane v. Deener*, 94 U.S. 780, 787-88 (1876)) or (2) transform underlying subject matter (such as an article or materials) to a different

state or thing (see at least *Gottschalk v. Benson*, 409 U.S. 63, 71 (1972)). A method/process claim that fails to meet one of the above requirements is not in compliance with the statutory requirements of 35 U.S.C. 101 for patent eligible subject matter. Here claims 1-20 fails to meet the above requirements because the limitations are not tied to a statutory class of invention. Nominal recitations of structure in an otherwise ineligible method fail to make the method a statutory process. See *Benson*, 409 U.S. at 71-72. As *Comiskey* recognized, "the mere use of the machine to collect data necessary for application of the mental process may not make the claim patentable subject matter." *Comiskey*, 499 F.3d at 1380 (citing *In re Grams*, 888 F.2d 835, 839-40 (Fed. Cir. 1989)). Incidental physical limitations, such as data gathering, field of use limitations, and post-solution activity are not enough to convert an abstract idea into a statutory process. In other words, nominal or token recitations of structure in a method claim do not convert an otherwise ineligible claim into an eligible one.

***Claim Rejections - 35 USC § 112, Second Paragraph***

7. The following is a quotation of the second paragraph of 35 U.S.C. 112:

The specification shall conclude with one or more claims particularly pointing out and distinctly claiming the subject matter which the applicant regards as his invention.

8. Claim 9 & 19 recites the limitation "*their beneficial interest*" in lines 2 & 3 of claims 9 & 19. There is insufficient antecedent basis for this limitation in the claim.

9. Claims 9 & 19 are rejected under 35 U.S.C. 112, second paragraph, as being incomplete for omitting essential elements, such omission amounting to a gap between the elements. See MPEP § 2172.01. The omitted elements are a failure to define how an individual has a "*beneficial interest*" in their own life insurance policy.
10. Claims 3-5, 9, 13-15 & 19 are rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention. The phrase "*grace period*" is vague and indefinite. For the purposes of this examination, the Examiner will interpret "*grace period*" as cited in the prior art.
11. Claims 10 & 20 are rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention. The phrase "*optimal combination*" is vague and indefinite. For the purposes of this examination, the Examiner will interpret "*optimal combination*" as cited in the prior art.
12. Claims 1, 6-11, 16, & 18-20 are rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention. The phrases "*reinsurance*", "*reinsuring*", & "*reinsurer*" is vague and indefinite. For the purposes of this examination, the Examiner will interpret "*reinsurance*", "*reinsuring*", & "*reinsurer*" as cited in the prior art.

13. Claims 3-4 & 13-14 are rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention. The phrase "*between about . . . and about*" is vague and indefinite. For the purposes of this examination, the Examiner will interpret "*between about . . . and about*" as cited in the prior art.
14. As per claims 9 & 19 the limitation "*if*" is a conditional statement without corresponding "*else*" statements. If these limitations are not performed, then there is no defined process to be performed. The examiner understands that in these claims, the open conditional language causes these limitations to be omitted.

Processes and system parts can be considered as a series of steps or parts to achieve a claimed task. When executing a process or utilizing a system, each step is performed or part is utilized. However, upon reaching an "IF-THEN-ELSE" logical block, each TRUE/FALSE option is equally likely. A process step, or a system part, that includes only an "IF-THEN" logical question means that THEN result only occurs when the answer is TRUE. An answer equally likely is FALSE and therefore the THEN result will not occur.

The Examiner takes further guidance from the MPEP § 2106(II)C on how to handle these logical blocks. Specifically, "Language that suggests or makes optional but does not require steps to be performed or does not limit a claim to a particular structure does not limit the scope of a claim or claim limitation." It is

the Examiner's position that when a claimed invention includes a logical block that suggests another choice (FALSE), then the resulting action is not limiting as it may never be performed.

***Claim Rejections - 35 USC § 103***

15. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

16. The factual inquiries set forth in *Graham v. John Deere Co.*, 383 U.S. 1, 148 USPQ 459 (1966), that are applied for establishing a background for determining obviousness under 35 U.S.C. 103(a) are summarized as follows:

1. Determining the scope and contents of the prior art.
2. Ascertaining the differences between the prior art and the claims at issue.
3. Resolving the level of ordinary skill in the pertinent art.
4. Considering objective evidence present in the application indicating obviousness or nonobviousness.

17. Claims 1-5 & 11-15 are rejected under 35 U.S.C. 103(a) as being unpatentable over Mitcham (US 5537315) (hereinafter Mitcham) in view of Ban et al. (US 2003.0101075 A1) in further view of Ballew, James A., "Life & Health Insurance Sales"; April 1992; v135n4 pp: 70-72 ISSN:1058-2837 (hereinafter Ballew).

**18.Examiner's Note:** The Examiner has pointed out particular references contained in the prior art of record within the body of this action for the convenience of the Applicant. Although the specified citations are representative of the teachings in the art and are applied to the specific limitations within the individual claim, other passages and figures may apply. Applicant, in preparing the response, should consider fully the entire reference as potentially teaching all or part of the claimed invention, as well as the context of the passage as taught by the prior art or disclosed by the Examiner.

**Claim 1**

Mitcham as shown, discloses the following limitations:

- *obtaining a quote for at least one life insurance policy for said individual;*  
(see at least Mitcham Claim:1 & 7)
- *obtaining a quote for at least one reinsurance policy for said individual;*  
(see at least Mitcham Claim:1 & 7)
- *determining the cost of insuring said individual through said individual's life expectancy;* (see at least Mitcham Claim:1 & 7 Fig:3C Items:226,232 Fig:13 & related text)
- *determining the cost of reinsuring said individual;* (see at least Mitcham: Column:1 Lines:64-67 & Column:2 Lines:1-5)



- *selecting an insurance plan for said individual utilizing one of said life insurance policies and one of said reinsurance policies;* (see at least Mitcham Claim:1 & 7, Fig:13 Items:1302-1308 & related text)

Mitcham does not disclose the following limitation, however Ban, as shown does:

- *determining a life expectancy of an individual;* (see at least Ban Fig:22 Item:202 & related text)

It would have been obvious to one of ordinary skill in the art to add the feature of Ban into Mitcham. One of ordinary skill in the art would have added this feature into Mitcham with the motivation to provide an improved process for more accurately and efficiently assessing individuals' life expectancy for incorporation in an insurance plan. (see at least Ban [0008-0009])

Mitcham/Ban does not disclose the following limitations, however Ballew, as shown does:

- *plus said grace period;* (see at least Ballew pp.70-72 "Grace Period Provision")
- *for a period beyond their life expectancy plus said grace period;* (see at least Ballew pp.70-72 "Grace Period Provision")

It would have been obvious to one of ordinary skill in the art to add the features of Ballew into Mitcham/Ban. One of ordinary skill in the art would have added these features into Mitcham/Ban with the motivation to more accurately and effectively address the time period after the term of an insurance policy.

## **Claim 2**

The combination of Mitcham/Ban/Ballew disclose all the limitations of claim 1.

Ban further discloses the following limitation:

- *procuring personal and medical information about said individual before determining the life expectancy for said individual;* (see at least Ban Fig:2 Items:42-54 & related text)

It would have been obvious to one of ordinary skill in the art to add the feature of Ban into Mitcham/Ban/Ballew. One of ordinary skill in the art would have added this feature into Mitcham/Ban/Ballew with the motivation to provide an improved process for more accurately and efficiently assessing individuals' life expectancy for incorporation in an insurance plan. (see at least Ban [0008-0009])

## **Claim 3**

The combination of Mitcham/Ban/Ballew disclose all the limitations of claim 1.

Ban further discloses the following limitation:

- *grace period is between about 1,3, 5,7,9,10,30,50, 70,90, 100,300 or 365 days and about 2,4,6,8,20,40,60,80 or 200 days;* (see at least Ballew pp.70-72 "Grace Period Provision")

It would have been obvious to one of ordinary skill in the art to add the features of Ballew into Mitcham/Ban. One of ordinary skill in the art would have

added these features into Mitcham/Ban with the motivation to more accurately and effectively address the time period after the term of an insurance policy.

- *1,3, 5,7,9,10,30,50, 70,90, 100,300 or 365 days and about 2,4,6,8,20,40,60,80 or 200 days (Design Choice)*

*1,3, 5,7,9,10,30,50, 70,90, 100,300 or 365 days and about 2,4,6,8,20,40,60,80 or 200 days* is a design that is a mere matter of choice in ornamentality and produces no new mechanical effect or advantage does not constitute invention and "Counsel for appellant also present arguments relating to the proportioning and tightness of fit of appellant's devices. Those matters are considered to involve mechanical skill only and to produce no such new or unexpected result as would justify the allowance of the appealed claims." See, *In re Seid*, 161 F.2d 229, 231, 73 USPQ 431, 433 (CCPA 1947)

#### **Claim 4**

The combination of Mitcham/Ban/Ballew disclose all the limitations of claim 1. Ban further discloses the following limitation:

- *grace period is between about 1,3, 5,7,9,10, or 15 years and about 2,4,6,8, or 20 years; (see at least Ballew pp.70-72 "Grace Period Provision")*

It would have been obvious to one of ordinary skill in the art to add the features of Ballew into Mitcham/Ban. One of ordinary skill in the art would have

added these features into Mitcham/Ban with the motivation to more accurately and effectively address the time period after the term of an insurance policy.

- *1,3, 5,7,9,10, or 15 years and about 2,4,6,8, or 20 years; (Design Choice)*

*1,3, 5,7,9,10, or 15 years and about 2,4,6,8, or 20 years* is a design that is a mere matter of choice in ornamentality and produces no new mechanical effect or advantage does not constitute invention and "Counsel for appellant also present arguments relating to the proportioning and tightness of fit of appellant's devices. Those matters are considered to involve mechanical skill only and to produce no such new or unexpected result as would justify the allowance of the appealed claims." See, *In re Seid*, 161 F.2d 229, 231, 73 USPQ 431, 433 (CCPA 1947)

#### **Claim 5**

The combination of Mitcham/Ban/Ballew disclose all the limitations of claim 1.

Ban further discloses the following limitation:

- *grace period is zero days; (see at least Ban Fig:2 Items:42-54 & related text)*

It would have been obvious to one of ordinary skill in the art to add the feature of Ban into Mitcham/Ban/Ballew. One of ordinary skill in the art would have added this feature into Mitcham/Ban/Ballew with the motivation to provide an improved process for more accurately and efficiently assessing individuals' life

expectancy for incorporation in an insurance plan. (see at least Ban [0008-0009])

#### **Claim 11**

Mitcham as shown, discloses the following limitations:

- *obtaining a quote for at least one life insurance policy for said object;* (see at least Mitcham Claim:1 & 7)
- *obtaining a quote for at least one reinsurance policy for said object;* (see at least Mitcham Claim:1 & 7)
- *determining the cost of insuring said object up through said object's useful life expectancy;* (see at least Mitcham Claim:1 & 7 Fig:3C Items:226,232 Fig:13 & related text)
- *determining the cost of reinsuring said object;* (see at least Mitcham: Column:1 Lines:64-67 & Column:2 Lines:1-5)
- *selecting an insurance plan for said object utilizing one of said life insurance policies and one of said reinsurance policies;* (see at least Mitcham Claim:1 & 7, Fig:13 Items:1302-1308 & related text)

Mitcham does not disclose the following limitation, however Ban, as shown does:

- *determining a useful life expectancy of said object;* (see at least Ban Fig:22 Item:202 & related text)

It would have been obvious to one of ordinary skill in the art to add the feature of Ban into Mitcham. One of ordinary skill in the art would have added this

feature into Mitcham with the motivation to provide an improved process for more accurately and efficiently assessing individuals' life expectancy for incorporation in an insurance plan. (see at least Ban [0008-0009])

Mitcham/Ban does not disclose the following limitations, however Ballew, as shown does:

- *plus said grace period;* (see at least Ballew pp.70-72 "Grace Period Provision")
- *for a period following said object's useful life expectancy plus said a grace period;* (see at least Ballew pp.70-72 "Grace Period Provision")

It would have been obvious to one of ordinary skill in the art to add the features of Ballew into Mitcham/Ban. One of ordinary skill in the art would have added these features into Mitcham/Ban with the motivation to more accurately and effectively address the time period after the term of an insurance policy.

#### **Claim 12**

The combination of Mitcham/Ban/Ballew disclose all the limitations of claim 11.

Ban further discloses the following limitation:

- *procuring technical data about said object before determining the useful life expectancy for said object.;* (see at least Ban Fig:2 Items:42-54 & related text)

It would have been obvious to one of ordinary skill in the art to add the feature of Ban into Mitcham/Ban/Ballew. One of ordinary skill in the art would have

added this feature into Mitcham/Ban/Ballew with the motivation to provide an improved process for more accurately and efficiently assessing individuals' life expectancy for incorporation in an insurance plan. (see at least Ban [0008-0009])

### **Claim 13**

The combination of Mitcham/Ban/Ballew disclose all the limitations of claim 11.

Ban further discloses the following limitation:

- *grace period is between about 1,3, 5,7,9,10,30,50, 70,90, 100,300 or 365 days and about 2,4,6,8,20,40,60,80 or 200 days; (see at least Ballew pp.70-72 "Grace Period Provision")*

It would have been obvious to one of ordinary skill in the art to add the features of Ballew into Mitcham/Ban. One of ordinary skill in the art would have added these features into Mitcham/Ban with the motivation to more accurately and effectively address the time period after the term of an insurance policy.

- *1,3, 5,7,9,10,30,50, 70,90, 100,300 or 365 days and about 2,4,6,8,20,40,60,80 or 200 days (Design Choice)*

*1,3, 5,7,9,10,30,50, 70,90, 100,300 or 365 days and about 2,4,6,8,20,40,60,80 or 200 days* is a design that is a mere matter of choice in ornamentality and produces no new mechanical effect or advantage does not constitute invention and "Counsel for appellant also present arguments relating to the proportioning and tightness of fit of appellant's devices. Those matters are

considered to involve mechanical skill only and to produce no such new or unexpected result as would justify the allowance of the appealed claims." See, *In re Seid*, 161 F.2d 229, 231, 73 USPQ 431, 433 (CCPA 1947)

#### **Claim 14**

The combination of Mitcham/Ban/Ballew disclose all the limitations of claim 11.

Ban further discloses the following limitation:

- *grace period is between about 1,3, 5,7,9,10, or 15 years and about 2,4,6,8, or 20 years; (see at least Ballew pp.70-72 "Grace Period Provision")*

It would have been obvious to one of ordinary skill in the art to add the features of Ballew into Mitcham/Ban. One of ordinary skill in the art would have added these features into Mitcham/Ban with the motivation to more accurately and effectively address the time period after the term of an insurance policy.

- *1,3, 5,7,9,10, or 15 years and about 2,4,6,8, or 20 years; (Design Choice)*  
*1,3, 5,7,9,10, or 15 years and about 2,4,6,8, or 20 years is a design that is a mere matter of choice in ornamentality and produces no new mechanical effect or advantage does not constitute invention and "Counsel for appellant also present arguments relating to the proportioning and tightness of fit of appellant's devices. Those matters are considered to involve mechanical skill only and to produce no such new or unexpected result as would justify the allowance of the*



appealed claims." See, *In re Seid*, 161 F.2d 229, 231, 73 USPQ 431, 433 (CCPA 1947)

#### **Claim 15**

The combination of Mitcham/Ban/Ballew disclose all the limitations of claim 11.

Ban further discloses the following limitation:

- *grace period is zero days;* (see at least Ban Fig:2 Items:42-54 & related text)

It would have been obvious to one of ordinary skill in the art to add the feature of Ban into Mitcham/Ban/Ballew. One of ordinary skill in the art would have added this feature into Mitcham/Ban/Ballew with the motivation to provide an improved process for more accurately and efficiently assessing individuals' life expectancy for incorporation in an insurance plan. (see at least Ban [0008-0009])

19. Claims 6-8 & 16-18 are rejected under 35 U.S.C. 103(a) as being unpatentable over Mitcham in view of Ban in view of Ballew in further view of Kavanaugh (US 6950805 B2) (hereinafter Kavanaugh).

#### **Claim 6**

The combination of Mitcham/Ban/Ballew disclose all the limitations of claim 1.

Kavanaugh further discloses the following limitation:

- *obtaining a quote for at least one loan to assist in the payment of said insurance and reinsurance premiums;* (see at least Kavanaugh Fig:1 Items:106-108 & related text)

It would have been obvious to one of ordinary skill in the art to add the feature of Kavanaugh into Mitcham/Ban/Ballew. One of ordinary skill in the art would have added this feature into Mitcham/Ban/Ballew with the motivation to provide an improved process loaning funds in order to effectively deal with an insurance policies. (see at least Kavanaugh Column:3 Lines:1-22)

#### **Claim 7**

The combination of Mitcham/Ban/Ballew disclose all the limitations of claim 1. Kavanaugh further discloses the following limitation:

- *obtaining a quote for at least one single premium immediate annuity to assist in the payment of said insurance and reinsurance premiums;* (see at least Kavanaugh Fig:1 Items:106-108 & related text)

It would have been obvious to one of ordinary skill in the art to add the feature of Kavanaugh into Mitcham/Ban/Ballew. One of ordinary skill in the art would have added this feature into Mitcham/Ban/Ballew with the motivation to provide an improved process loaning funds in order to effectively deal with an insurance policies. (see at least Kavanaugh Column:3 Lines:1-22)

#### **Claim 8**

The combination of Mitcham/Ban/Ballew disclose all the limitations of claim 1.

Kavanaugh further discloses the following limitation:

- *obtaining a quote for at least one loan and one single premium immediate annuity to assist in the payment of said insurance and reinsurance premiums; (see at least Kavanaugh Fig:1 Items:106-108 & related text)*

It would have been obvious to one of ordinary skill in the art to add the feature of Kavanaugh into Mitcham/Ban/Ballew. One of ordinary skill in the art would have added this feature into Mitcham/Ban/Ballew with the motivation to provide an improved process loaning funds in order to effectively deal with an insurance policies. (see at least Kavanaugh Column:3 Lines:1-22)

#### **Claim 16**

The combination of Mitcham/Ban/Ballew disclose all the limitations of claim 11.

Kavanaugh further discloses the following limitation:

- *obtaining a quote for at least one loan to assist in the payment of said insurance and reinsurance premiums; (see at least Kavanaugh Fig:1 Items:106-108 & related text)*

It would have been obvious to one of ordinary skill in the art to add the feature of Kavanaugh into Mitcham/Ban/Ballew. One of ordinary skill in the art would have added this feature into Mitcham/Ban/Ballew with the motivation to provide an improved process loaning funds in order to effectively deal with an insurance policies. (see at least Kavanaugh Column:3 Lines:1-22)

**Claim 17**

The combination of Mitcham/Ban/Ballew disclose all the limitations of claim 11.

Kavanaugh further discloses the following limitation:

- *obtaining a quote for at least one single premium immediate annuity to assist in the payment of said insurance premiums; (see at least Kavanaugh Fig:1 Items:106-108 & related text)*

It would have been obvious to one of ordinary skill in the art to add the feature of Kavanaugh into Mitcham/Ban/Ballew. One of ordinary skill in the art would have added this feature into Mitcham/Ban/Ballew with the motivation to provide an improved process loaning funds in order to effectively deal with an insurance policies. (see at least Kavanaugh Column:3 Lines:1-22)

**Claim 18**

The combination of Mitcham/Ban/Ballew disclose all the limitations of claim 11.

Kavanaugh further discloses the following limitation:

- *obtaining a quote for at least one loan and one single premium immediate annuity to assist in the payment of said insurance and reinsurance premiums; (see at least Kavanaugh Fig:1 Items:106-108 & related text)*

It would have been obvious to one of ordinary skill in the art to add the feature of Kavanaugh into Mitcham/Ban/Ballew. One of ordinary skill in the art would have added this feature into Mitcham/Ban/Ballew with the motivation to provide

an improved process loaning funds in order to effectively deal with an insurance policies. (see at least Kavanaugh Column:3 Lines:1-22)

20. Claims 10 & 20 are rejected under 35 U.S.C. 103(a) as being unpatentable over Mitcham in view of Ban in view of Ballew in view of Kavanaugh in further view of Wolzenski et al. (US 2003/0101075 A1) (hereinafter Wolzenski).

**Claim 10**

The combination of Mitcham/Ban/Ballew disclose all the limitations of claim 1. Wolzenski further discloses the following limitation:

- *selecting said insurance plan for said individual utilizing one of said life insurance policies and one of said reinsurance policies is based upon the optimal combination of life insurance policy and reinsurance policy to maximize said individual's death benefit and minimize said individual's premiums; (see at least Wolzenski [0038])*

It would have been obvious to one of ordinary skill in the art to add the feature of Kavanaugh into Mitcham/Ban/Ballew. One of ordinary skill in the art would have added this feature into Mitcham/Ban/Ballew with the motivation to provide a more effective process for increasing the insurance benefits for individuals' policies. (see at least Wolzenski [0007-0009])

**Claim 20**

The combination of Mitcham/Ban/Ballew disclose all the limitations of claim 11.

Wolzenski further discloses the following limitation:

- *selecting an insurance plan for said object utilizing one of said insurance policies and one of said reinsurance policies based upon the optimal combination of insurance policy and reinsurance policy to maximize said insurance policy's benefit and minimize said object's owner's premiums;*  
(see at least Wolzenski [0038])

It would have been obvious to one of ordinary skill in the art to add the feature of Kavanaugh into Mitcham/Ban/Ballew. One of ordinary skill in the art would have added this feature into Mitcham/Ban/Ballew with the motivation to provide a more effective process for increasing the insurance benefits for individuals' policies. (see at least Wolzenski [0007-0009])

21. Claims 9 & 10 are rejected under 35 U.S.C. 103(a) as being unpatentable over Mitcham in view of Ban in view of Ballew in further view of Baronowski et al. (US 5926800) (hereinafter Baronowski).

**Claim 9**

The combination of Mitcham/Ban/Ballew disclose all the limitations of claim 1.

Baronowski further discloses the following limitation:

- *obtaining the promise of said individual to assign their beneficial interest in said life insurance to said reinsurer if said individual is alive one day*

*following said grace period and obtaining in return said reinsurer's promise to pay a cash payment equal to the death benefit under said life insurance policy to the individual if said individual is alive one day following said grace period; (see at least Baronowski Column:2 Lines:26-50)*

It would have been obvious to one of ordinary skill in the art to add the feature of Baronowski into Mitcham/Ban/Ballew. One of ordinary skill in the art would have added this feature into Mitcham/Ban/Ballew with the motivation to provide an improved process for creating unique insurance policy and coverage optimally tailored of the individuals' needs. (see at least Baronowski Column:2 Lines:52-67 Column:3 Lines:1-60)

#### **Claim 19**

The combination of Mitcham/Ban/Ballew disclose all the limitations of claim 11. Baronowski further discloses the following limitation:

- *obtaining the promise of a beneficial owner of said object to assign their beneficial interest in said insurance to said reinsurer if said object retains its useful character one day following said grace period and obtaining in return said reinsurer's promise to pay a cash payment equal to the benefit under said insurance policy to said owner if said object retains its useful character one day following said grace period; (see at least Baronowski Column:2 Lines:26-50)*

It would have been obvious to one of ordinary skill in the art to add the feature of Baronowski into Mitcham/Ban/Ballew. One of ordinary skill in the art would have added this feature into Mitcham/Ban/Ballew with the motivation to provide an improved process for creating unique insurance policy and coverage optimally tailored of the individuals' needs. (see at least Baronowski Column:2 Lines:52-67 Column:3 Lines:1-60)

### ***Conclusion***

The prior art made of record and not relied upon is considered pertinent to applicant's disclosure.

Any inquiry of a general nature or relating to the status of this application or concerning this communication or earlier communications from the Examiner should be directed to **Rajiv J. Raj** whose telephone number is **(571) 270-3930**. The Examiner can normally be reached on Monday-Friday, 7:30am-5:00pm. If attempts to reach the examiner by telephone are unsuccessful, the Examiner's supervisor, **Jerry O'Connor** can be reached at **571.272.6787**.

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/Gerald J. O'Connor/  
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